

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000002073
Vermont Fire Extinguisher
196 Merchant St
Barre VT 05641
USA

Contract ID 0000000000000000000021883		Page 1 of 5
Contract Dates 04/19/2012 to 04/19/2016	Origin CPS	
Description: CPS-FIRE EXTINGUISHERS&SERVICE	Contract Maximum \$999,999.99	
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #: 802-476-6116

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FIRE EXTINGUISHERS PER THE ATTACHED LIST. MFR: AMEREX IMPLIED MANUFACTURER'S WARRANTY. FIRE EXTINGUISHER PRICING IS BASED ON CURRENT MANUFACTURER'S LIST PRICE CARBON DIOXIDE FIRE EXTINGUISHERS 5 WITH VEHICLE BRACKET, UL RATING 5B:C LESS 65% 10, UL RATING LESS 66% 15, UL RATING 10B:C LESS 66% 20, UL RATING 10B:C LESS 67% DRY CHEMICAL 2.5 WITH VEHICLE BRACKET, UL RATING 10B:C LESS 68% 5 WITH VEHICLE BRACKET, UL RATING 10B:C LESS 63% 10, UL RATING 60B:C LESS 71% 20, UL RATING 120 B:C LESS 64% DRY CHEMICAL PURPLE K 5 WITH VEHICLE BRACKET, UL RATING 30 B:C LESS 60% 10, UL RATING 80 B:C LESS 61% 10, UL RATING 120B:C LESS 64% ABC OR MULTI-PURPOSE 2.5 WITH VEHICLE BRACKET, UL RATING 1A 10B:C LESS 68% 5, UL RATING 2A 10B:C LESS 66% 10, UL RATING 4A 60B:C LESS 71% 20, UL RATING 20A 120B:C LESS 64% PRESSURIZED WATER EXTINGUISHERS 2.5 PRESSURIZED WATER, UL RATING 2A LESS 53% 2.5 WITH ANTI-FREEZE CHARGE, UL RATING 2A LESS 61% WATER MIST STORED EXTINGUISHERS 2.5, UL RATING 1A:C LESS 64% WET CHEMICAL "KITCHEN USE" 6 LITERS, UL RATING 2A: 1B: C:K LESS 57% CLEAN AGENT FIRE EXTINGUISHER 5, UL RATING 5-B:C LESS 67% 9, UL RATING 1-A:10-B:C LESS 52% 13, UL RATING 2-A:10-B:C LESS 60%	EA	0.01000	0.00	0.00
2		FIRE EXTINGUISHER PARTS AND ACCESSORIES, AMEREX LESS 53%-73% PER AMEREX PUBLISHED PARTS PRICE LISTING. BROOKS EQUIPMENT LESS 23%-33% PER BROOKS PUBLISHED PARTS PRICE LIST.	EA	0.01000	0.00	0.00
3		FIRE EXTINGUISHER SERVICES PER ATTACHED LIST.	EA	0.01000	0.00	0.00

THERE WILL BE A MINIMUM CHARGE OF \$30.00 ACCESSED FOR ALL WORK THAT DOES NOT MEET THAT AMOUNT.

FOR ANY WORK DONE OUTSIDE A 30 MILE RADIUS OF BARRE CITY, A \$30.00 SERVICE CHARGE WILL APPLY.

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THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FIRE EXTINGUISHERS AND RELATED SERVICES ISSUED DECEMBER 12, 2011 AND VENDOR'S RESPONSE DATED JANUARY 5, 2012.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED 07/01/12 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE VARIOUS TYPES OF FIRE EXTINGUISHERS, PARTS AND REFILLS, REPAIR/MAINTENANCE AND INSPECTION OF FIRE EXTINGUISHERS TO VARIOUS STATE AGENCIES WITHIN VERMONT.

CONTRACT PERIOD: APRIL 19, 2012 TO APRIL 19, 2014 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

VENDOR CONTACT INFORMATION:
TEL #800-339-6113 OR 802-476-6116

THIS CONTRACT DOES NOT COVER THE MONTHLY VISUAL INSPECTION OF FIRE EXTINGUISHERS.

ALL SERVICE PRICING AND LABOR RATES ARE BASED ON WORK TO BE PERFORMED DURING NORMAL WORKING HOURS WOULD BE SUBJECT TO OVERTIME RATES EQUAL TO 1.5 TIME FOR NIGHTS AND SATURDAY AND DOUBLE TIME FOR SUNDAYS AND HOLIDAYS.

CONTRACTOR WILL HONOR THE MANUFACTURERS SIX YEAR WARRANTY ON NEW EQUIPMENT.

CONTRACTOR WILL PROVIDE A ONE YEAR PRESSURE WARRANTY ON ALL EXTINGUISHERS RECHARGED. THIS WARRANTY REQUIRES THAT CONTRACT BE NOTIFIED OF LEAKAGE WITHIN ONE YEAR OF LAST RECHARGE AND SAFETY SEAL INSTALLED AT THE TIME OF SERVICE HAS NOT BEEN BROKEN.

THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT IN PERFORMING ALL OPERATIONS IN CONNECTION WITH THE ANNUAL INSPECTIONS, HYDROSTATIC TESTING, MAINTENANCE, RECHARGING AND REPAIRS TO ALL AGENCY-OWNED FIRE EXTINGUISHERS AT THE VARIOUS LOCATIONS.

CONTRACTOR SHALL BE FACTORY AUTHORIZED TO PERFORM AUTHORIZED TO PERFORM REPAIR, MAINTENANCE, AND INSPECTIONS OF FIRE EXTINGUISHERS OR FIRE PROTECTION SYSTEM OR EQUIPMENT LISTED. ONLY AUTHORIZED FACTORY PARTS SHALL BE USED.

ALL REPAIRS, SERVICE, TESTING, AND CERTIFICATION SHALL BE ACCOMPLISHED IN A PROFESSIONAL MANNER, IN STRICT ACCORDANCE WITH THESE SPECIFICATIONS AND ALL APPLICABLE STANDARDS AND REGULATIONS.

ALL REPAIRS SHALL BE PRE-APPROVED BY THE DESIGNATED SITE CONTACT PERSON. THE CONTRACTOR WILL CONTACT EACH LOCATION FORTY-EIGHT (48) HOURS IN ADVANCE BEFORE TESTING THAT LOCATION TO ENSURE THAT ALL FIRE EXTINGUISHERS ARE MADE AVAILABLE FOR SUCH INSPECTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REPLACEMENT EXTINGUISHERS OF EQUAL SIZE AND TYPE, AT EACH SITE, WHILE AUTHORIZED REPAIRS ARE COMPLETED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EACH DESIGNATED SITE CONTACT PERSON WITH THE SERIAL NUMBER OF ANY FIRE EXTINGUISHER(S) REMOVED FROM THE SITE FOR REPAIRS AND/OR ANY OTHER REASON. ALL FIRE EXTINGUISHERS SHALL BE RETURNED TO THEIR PROPER LOCATION(S) PRIOR TO SUBMISSION OF INVOICE(S) FOR PAYMENT.

ALL REPAIRS AND REPLACEMENT OF AUTHORIZED PARTS SHALL BE NEW AND THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURES AND ALL APPLICABLE NFPA-10 STANDARDS.

THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, ONLY AFTER ACCEPTABLE BY THE USING AGENCY.

UPON COMPLETION OF REPAIRS AND TESTING, THE EQUIPMENT SHALL BE TAGGED IN ACCORDANCE WITH ALL APPLICABLE NFPA-10 STANDARDS.

THE CONTRACTOR IS PROHIBITED FROM DISPOSING OF ANY OZONE DEPLETING SUBSTANCES BY DIRECT RELEASE INTO THE CONTRACT TERMS AND ADDITIONAL INFORMATION

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ATMOSPHERE. THE CONTRACTOR SHALL EMPLOY RECYCLING AND OTHER CONSERVATION PRACTICES CONSISTENT WITH STATE OF VERMONT AND THE FEDERAL GOVERNMENTAL STANDARDS						

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

CHANGE #1 - 08/20/2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEW OPTION YEAR ONE THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THE AGREEMENT FOR ONE YEAR TERM TO APRIL 19, 2015 AT THE SAME PRICES.

2. ATTACHMENT C: ATTACHMENT C: STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/2014 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VISIONS OF ATTACHMENT C.

3. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #2 - 06/04/2015 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEW OPTION YEAR two THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THE AGREEMENT FOR ONE YEAR TERM TO APRIL 19, 2016 WITH AN ADDITIONAL 3% DISCOUNT TO ALL ITEMS.

2. ATTACHMENT C: ATTACHMENT C: STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 03/01/2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VISIONS OF ATTACHMENT C.

3. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____